CHAPTER liv.

An Act to authorise the construction by Levinstein Limited of a branch railway in the city of Manchester for the conveyance of traffic between their works and the Lancashire and Yorkshire Railway and for other purposes. [21st August 1917.] A.D. 1917.

WHEREAS Levinstein Limited (herein-after called "the Company") are a company limited by shares and were incorporated under the provisions of the Companies Acts 1862 to 1890 on the twenty-sixth day of June one thousand eight hundred and ninety-five for the purpose (among other things) of acquiring and taking over all or any part of the business property and assets of I. Levinstein and Company Limited (a company incorporated in the year one thousand eight hundred and ninety) and of carrying on the business so to be acquired:

And whereas the Company acquired the business property and assets of the said company incorporated in the year one thousand eight hundred and ninety and have developed a large and important business and have established extensive works in the city of Manchester and elsewhere:

And whereas the principal objects of the Company are the manufacture and production of and the dealing with and in aniline and other dyestuffs and chemicals:

And whereas the works of the Company in the city of Manchester are situate at a considerable distance from any railway and there is a very large and increasing amount of heavy traffic to and from the said works which at present has to be conveyed along the public thoroughfares:

And whereas the construction of the branch railway by this Act authorised would afford a direct means of railway communi-

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cation between the said works of the Company and the railways of the Lancashire and Yorkshire Railway Company and while providing facilities for the conveyance of traffic to and from the said works of the Company (which traffic is likely to be greatly increased in the future) would relieve the public thoroughfares of a considerable amount of heavy traffic to and from the said works and would tend to obviate congestion of such thoroughfares:

And whereas it is expedient and would be to the public advantage that the Company should be empowered to make and maintain the railways and works by this Act authorised in order to provide such railway communication as aforesaid and that such other powers as are contained in this Act should be conferred upon the Company:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken or used for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county palatine of Lancaster and are hereinafter respectively referred to as the deposited plans sections and book of reference:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited as Levinstein Limited (Railways) Act 1917.

Incorporation of general Acts.

2. The following Acts and part of an Act (so far as the same respectively are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act (namely):—

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863.

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Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And for the purposes of this Act the expression "the Company" means Levinstein Limited the expressions "the railways" and "the railway" mean respectively the railways by this Act authorised and the expression "the corporation" means the lord mayor aldermen and citizens of the city of Manchester.

Power to make railways.

4. Subject to the provisions of this Act the Company may make and maintain in the lines or situation and according to the levels shown on the deposited plans and sections the railways and other works shown on the deposited plans together with all proper stations junctions sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for the purposes of the railways and works herein-before referred to The railways herein-before referred to and authorised by this Act are situate in the township and city of Manchester in the county palatine of Lancaster and comprise—

Railway No. 1 A loop line (2 furlongs 2 chains or thereabouts in length) commencing by a junction with the Manchester Whitefield and Radcliffe Branch Railway of the Lancashire and Yorkshire Railway Company near the bridge carrying Crescent Road over the said branch railway and terminating at a point on that branch railway near the bridge carrying the said branch railway over Woodlands Road:

Railway No. 2 (7 furlongs 5 chains or thereabouts in length) commencing by a junction with Railway No. 1 by this Act authorised near the public footpath between Crescent Road and Woodlands Road and terminating in the works of the Company known as the Crumpsall Vale Chemical Works.

Power to deviate in construction of railways.

5. The Company in constructing the railways may deviate from the lines thereof shown on the deposited plans to the extent of the limits of deviation marked on such plans and may deviate from the levels thereof shown on the deposited sections to any extent not exceeding ten feet upward or downward.

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Stopping up portions of roads.

6. The Company may stop up so much of the roads respectively numbered on the deposited plans 44 and 53 in the township and city of Manchester as is shown on the said plans as intended to be stopped up and thereupon all rights of way over any portion of road so stopped up shall be extinguished but such portion of road shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides of such portion of road except so far as the owners lessees and occupiers of such houses and lands may otherwise agree.

Protection of gas and water mains.

7. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and shall be construed as if "corporation" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the corporation to which their revenues in respect of water or gas (as the case may be) are appropriated.

As to prescribed distance under section 78 of Railways Clauses Consolidation Act 1845.

8. For the purposes of the application of the Railways Clauses Consolidation Act 1845 to the railways by this Act authorised the prescribed distance referred to in section 78 of that Act shall be three hundred yards.

Period for completion of works.

9. If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Owners may be required to sell parts only of certain properties.

10. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion

only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage

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sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Period for compulsory purchase of lands.

11. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Persons under disability may grant easements &c.

12. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to Company to enter upon property for survey and valuation.

13. The Company and their surveyors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous notice enter upon and into the lands houses and buildings by this Act authorised to be taken and used as aforesaid or any of them for the purpose of surveying and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Costs of arbitration in certain cases.

14. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after

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seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensation in case of recently altered building.

15. In settling any question of disputed purchase money or compensation under this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the seventeenth day of November one thousand nine hundred and sixteen if in the opinion of such tribunal the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

As to private rights of way over lands taken compulsorily.

16. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily by or vested in the Company shall as from the date of such acquisition or vesting be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Working agreements.

17. The Company on the one hand and the Lancashire and Yorkshire Railway Company on the other hand may enter into agreements with respect to the following purposes or any of them (that is to say):—

The maintenance and management of the railways or any part thereof and of the works connected therewith:

The use or working of the railways and the said works or of any part thereof respectively and the conveyance of traffic thereon :

The supply and maintenance by the working company under and during the continuance of any such agreement as aforesaid for the working of the railways or part thereof of engines stock and plant and motive power necessary for the purposes of such agreement and the employment of officers and servants.

Saving for Postmaster-General.

18. Nothing in any agreement made under the authority of this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and from time to time to alter such telegraphic lines and to enter upon the railways for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid whether the railways are worked by the Lancashire and Yorkshire Railway Company or not as freely and fully in all respects as he was entitled to do before the making of any such agreement.

For protection of corporation of Manchester.

19. In constructing and maintaining the railways by this Act authorised the provisions for the benefit and protection of the corporation herein-after contained shall unless otherwise agreed between the Company and the corporation under their respective common seals have effect (that is to say) :—

(1) The Company shall provide in accordance with plans and sections to be submitted to and reasonably approved by the corporation and shall maintain the following bridges :—

(*a*) A flat-topped bridge for carrying the railways over the public footpath numbered 3 on the deposited plans such bridge to be of a clear span of nine feet between the abutments on the square and of a minimum height of six feet ten inches above the level of the centre of the footpath when lowered under the powers of this Act ;

(*b*) A flat-topped or arched bridge for carrying Railway No. 2 over Church Road numbered 11 on the deposited plans such bridge to be of a clear

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span of forty-two feet between the abutments on the square and (if the said bridge is constructed as a flat-topped bridge) of a minimum height of sixteen feet above the level of the centre of the existing carriageway;

If the said bridge is constructed as an arched bridge there shall be provided—

(i) A clear headway of not less than sixteen feet above the level of the centre of the existing carriageway and for a width of not less than fifteen feet on each side of such centre; and

(ii) A minimum height of twelve feet from the surface of the respective footpaths on each side of such carriageway to the springing of the arch;

(*c*) A flat-topped bridge for carrying Railway No. 2 over Springfield numbered 24 on the deposited plans such bridge to be of a clear span of forty-eight feet between the abutments on the square and of a minimum height of eighteen feet above the level of the centre of the existing carriageway;

(*d*) A bridge for carrying the existing public footpath numbered 56 on the deposited plans over Railway No. 2 such bridge to be of a clear width of seven feet six inches between the parapets on the square and of a maximum height of fifteen feet above the level of that railway measured from the upper surface of the rails to the underside of the superstructure of the bridge Such bridge shall be constructed by the Company of such materials and be approached on either side by such steps and protection as shall be reasonably required by the corporation and be carried out completed and maintained by the Company to the reasonable satisfaction of the corporation:

(2) In lowering the level of the existing footpath numbered 3 on the deposited plans the Company shall form the portion thereof between the existing Lancashire and Yorkshire Railway and the railways to an even

gradient with the altered level and shall form the portion of such footpath north-eastward of the railways for a width of nine feet to a slope not steeper than 1 in 16 until the altered footpath merges into the existing footpath The portion of footpath of which the level is so altered by the Company (including the portion thereof under the bridge to be constructed by the Company) shall at all times after such alteration be maintained by and at the cost of the Company to the reasonable satisfaction of the corporation :

(3) Before any works by this Act authorised (including any sidings which may be constructed by the Company) shall be commenced by the Company over across under or within fifteen feet of the B2 intercepting sewer of the corporation in the land numbered 58 on the deposited plans a plan section and specification showing in detail the intended works of the Company in relation to such sewer shall be submitted to the corporation and the corporation may at any time within twenty-eight days from the date of such submission require the Company to make such alterations in or variations of the intended works and provide and execute such additional works appliances and arrangements (including the provision of the necessary manholes) as may be reasonably practicable consistently with the exercise of the powers of this Act and as the corporation may reasonably consider necessary for protecting the said sewer and for enabling the corporation to obtain access thereto but if the corporation shall not within the said period make any such requirement they shall be deemed to have approved the said plans sections and specifications The works of the Company shall be executed in accordance with the plans sections and specifications reasonably approved by the corporation and with the additional works appliances and arrangements if any reasonably required by them and not otherwise All additional works provided by the Company pursuant to this subsection including the manholes shall be maintained by the corporation at the expense of the Company :

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(4) For and in respect of the extinguishment of the public rights in the parts of streets numbered 44 and 53 on the deposited plans which may be permanently stopped up by the Company under the powers of this Act the Company shall pay to the corporation a sum of twenty-five pounds:

(5) The following provisions shall be applicable to the railways and works of the Company authorised by this Act:—

(*a*) All the piers or abutments and foundations of every bridge constructed under the powers of this Act over any street or footpath shall extend to such depth below the level of existing sewers drains water gas electric or other mains pipes works or apparatus belonging to or under the control of the corporation as the Company may consider necessary for the purpose of ensuring the permanent stability of the railway and for such further depth (if any) as the corporation may reasonably require for enabling them to make and construct repair or relay any sewers drains water gas electric or other mains pipes works or apparatus which under or by virtue of any Act of Parliament the corporation are or may at any time hereafter be authorised to lay down construct and maintain;

All such bridges shall be erected to such building lines and be of such elevations as shall be approved by the corporation but nothing in this provision shall entitle the corporation to require the said bridges to be constructed of any spans greater than those respectively prescribed therefor in sub-section (1) of this section;

(*b*) Prior to the commencement of any such bridge the Company shall furnish to the corporation for their reasonable approval plans sections and specifications of the proposed bridge and if the corporation shall not within twenty-eight days from the receipt of such plans sections and specifications notify in writing their objections or requirements in relation thereto the same shall be deemed to be approved and the work shall be

carried out accordingly The parapets of every bridge which shall carry the railway over any street or footpath shall be at least five feet in height from the level of the rails and the parapets of any bridge which carries any street or footpath over the railway shall be at least five feet in height above the level of such street or footpath Every such bridge shall be made and maintained drip-dry at all times and shall in other respects be kept in complete repair by the Company The piers or abutments of the bridges referred to in paragraphs (*a*) (*b*) and (*c*) of subsection (1) of this section shall be faced at the base for an average height of one foot six inches from the ground level with blue bricks and for the next three feet with brown glazed bricks then with two courses of dark brown glazed bricks and for the remainder of the height thereof with white glazed bricks for the entire length thereof on each side;

All such blue and glazed bricks shall be maintained and kept cleansed by the Company to the reasonable satisfaction of the corporation who shall be at liberty to undertake at the expense of the Company the cleansing of such glazed bricks from time to time in the event of the neglect of the Company so to do after receipt of seven days' notice in writing from the corporation;

The bridge referred to in paragraph (*a*) of subsection (1) of this section shall not have a greater width than is necessary for carrying four lines of railway Provided that if the last-mentioned bridge shall have a greater width than is necessary for carrying two lines of railway the Company shall (if so required by the corporation) provide and maintain efficient lighting of the portion situate beneath the said bridge of the footpath numbered 3 on the deposited plans during the ordinary hours of street lighting;

The bridges referred to in paragraphs (*b*) and (*c*) of subsection (1) of this section shall not have

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a greater width than is necessary for carrying one line of railway;

The bridge referred to in paragraph (*d*) of subsection (1) of this section shall be of such length as is necessary to provide for such sidings as the Company may require to construct across the footpath numbered 56 on the deposited plans and alongside Railway No. 2;

For the purpose of erecting the bridges across the said streets and footpaths the Company shall be at liberty to place the supports for their staging in such places as may be reasonably approved by the city engineer;

The corporation shall be at liberty to make attachments to the underside of any bridge carrying lines of railway of the Company over any public street for the purposes of electric traction or lighting such attachments to be in all respects subject to the reasonable approval of the Company and to be temporarily removed when required by the Company in connection with the painting maintenance reconstruction or alteration of the bridge;

(*c*) Before obstructing or breaking up any street or footpath under the powers of this Act the Company shall give to the corporation fourteen days' notice in writing of the intention to commence such works and the works so far as the same affect such street or footpath shall be carried out by the Company with all reasonable expedition and to the reasonable satisfaction of the corporation The Company shall pay to the corporation on demand the expense of any watchmen it may be necessary to employ to safeguard the traffic on the streets interfered with by the said works of the Company and shall indemnify the corporation against any claims for damage caused by the said works of the Company;

Fourteen days' notice of the intention to commence any works involving the temporary stopping up or diversion of any street or footpath shall be

given to the corporation and the Company shall provide accommodation for the traffic and access to houses and other places affected thereby and make suitable arrangements for fencing lighting and watching to the reasonable satisfaction of the corporation and shall maintain such accommodation access fences and lights to the like satisfaction so long as such stopping up or diversion shall continue;

(*d*) In any case where any house or other building intended to remain standing shall be severed by the Company they shall to the reasonable satisfaction of the corporation build up or repair such house or building so as to prevent unsightly appearances;

(*e*) The cost of any lamps sewers drains water gas electric or other mains pipes works or apparatus belonging to or under the control of the corporation which may be rendered useless by the works authorised by this Act shall be paid to the corporation by the Company on demand and the same shall then become the property of the Company but the corporation may at their option retain the use of such existing sewers drains mains pipes works or apparatus which pass under any streets footpaths or lands acquired by the Company under the powers of this Act as will not in any way interfere with the construction or working of the railway or the exercise or performance by the Company of any powers or obligations conferred or imposed upon them by this Act;

(*f*) The flags paving stones and other materials in any street or footpath which may be stopped up by the Company under the powers of this Act may within one month from the date of such stopping up be removed by and in that event shall remain the property of the corporation but if and so far as they are not so removed the Company shall pay to the corporation such a sum representing the value thereof as shall be reasonably determined by the city engineer and the said flags paving stones and

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materials shall thereupon become the property of the Company ;

(*g*) Whenever in consequence of the exercise of the powers of this Act the corporation shall reasonably consider it necessary to divert alter or interfere with any paving or flagging of streets or footpaths or any sewers or drains or any water gas electric or other mains pipes works or apparatus belonging to or under the control of the corporation such diversion or alteration (including the provision of any new manholes to sewers which the corporation may reasonably deem necessary) shall be carried out by the corporation but at the expense in all respects of the Company inclusive of the paving flagging and kerbing necessary to reinstate the street or footpath and make the same fit for traffic ;

(*h*) No existing sewer drain water gas electric or other main pipe work or apparatus belonging to or under the control of the corporation shall be diverted disturbed altered or obstructed by the Company under the powers of this Act until a substituted sewer drain water gas electric or other main pipe work or apparatus shall so far as necessary have been provided laid and constructed by the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the city engineer the free and uninterrupted flow and passage of sewage water gas electricity or other matter through the same respectively The cost to be reasonably incurred by the corporation in providing laying and constructing such substituted sewer drain water gas electric or other main pipe work or apparatus (including therein any compensation which may be payable by the corporation in respect thereof) shall be payable by the Company to the corporation on demand ;

(*i*) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the corporation all costs losses

damages or expenses which may be occasioned to them or to any of their works sewers mains pipes apparatus or property or to streets or footpaths by reason or in consequence of the execution subsidence or failure of any of the works of the Company or by any act or omission of the Company or any persons in their employment or their contractors agents or others and the Company shall effectually indemnify and save harmless the corporation from all claims and demands upon or against them by reason of such execution subsidence or failure or of such act or omission or in respect of any damage to the works of the Company by this Act authorised as a result of any bursting breakage or leakage of the water mains and pipes of the corporation;

(*j*) The cost of all works and matters which under this Act are to be or may be executed done or provided by the corporation at the cost of the Company and all other costs and expenses by this Act made payable by the Company to the corporation shall be paid on demand;

(*k*) The Company shall on demand pay to the corporation the expense of any inspectors it may be necessary for the corporation to employ to safeguard their interests during the construction of any works affecting the streets or property of the corporation:

(6) If any difference shall arise between the corporation and the Company or their respective engineers (the settlement whereof is not otherwise in this section provided for) under this section such difference shall be referred to and determined by an engineer to be nominated by the corporation and the Company or failing agreement between them by the President of the Institution of Civil Engineers on the application of the corporation or the Company and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration:

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(7) In this section the term "street" has the same meaning as in the Public Health Act 1875 and the expression "the city engineer" means—

(*a*) As respects matters affecting the electricity undertaking of the corporation the chief electrical engineer for the time being of the corporation;

(*b*) As respects matters affecting the gas undertaking of the corporation the engineer for the time being of that undertaking;

(*c*) As respects matters affecting the waterworks undertaking of the corporation the engineer for the time being of that undertaking;

(*d*) As respects all other matters the engineer or surveyor for the time being of the corporation performing the duties of city engineer or city surveyor as the case requires:

(8) The provisions of this section shall be in addition to the protection afforded to the corporation by any of the other provisions of this Act.

For protection of Lancashire and Yorkshire Railway Company.

20. The following provisions for the protection of the Lancashire and Yorkshire Railway Company (herein-after called "the railway company") shall unless otherwise agreed between the Company and the railway company apply and have effect:—

(1) Railways Nos. 1 and 2 by this Act authorised so far as the same adjoin or affect the railways lands or works of the railway company shall be constructed in such lines within the limits of deviation shown on the deposited plans as shall be reasonably approved by the principal engineer of the railway company (in this section referred to as "the said principal engineer") Provided always that if the said principal engineer shall for the period of one month fail to express his disapproval of such plans he shall be deemed to have approved thereof:

(2) The junctions of Railway No. 1 with the railways of the railway company and the electric and all other signalling works in connection therewith so far as they affect the running lines of the railway company

shall if and when required by the Company be constructed by the railway company at the expense of the Company with all reasonable despatch:

(3) The Company shall subject to the last preceding subsection construct the said railways and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the railway company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and reasonably approved in writing by the said principal engineer and the Company shall not commence the construction of the said portions of the said railways or enter upon or interfere with any land works or property belonging to or used by the railway company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month fail to express his disapproval of such plans sections and specifications he shall be deemed to have approved thereof:

(4) The said portions of the railways and all works necessary or incidental to the construction thereof or affecting the property or works of the railway company (except as provided for under subsection (2) of this section) shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer:

(5) The Company shall at all times maintain the said portions of the railways and all the works connected therewith and incident thereto in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do after receipt of reasonable notice in writing from the railway company the railway company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may

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reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the railway company by the Company Provided always that the railway company shall maintain at the expense of the Company the said junctions of Railway No. 1 with the railways of the railway company and the signalling electrical and all other works in connection therewith so far as they affect the running lines of the said last-mentioned railways:

(6) During the construction of the railways adjoining and near to or affecting the railways property and works of the railway company the Company shall bear and on demand pay to the railway company all reasonable expenses of employment by them of a sufficient number of inspectors watchmen and flagmen to be appointed by the railway company for watching their railways property and works with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise:

(7) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the railway company all costs losses damages or expenses which may be occasioned to them or to any of their railways works or property or to the traffic thereon or to any company or person using the same or to any employees of the railway company by reason of the execution by the Company of the works upon the said portions of railways or by reason of the failure of such works or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others employed in such execution and the Company shall effectually indemnify and hold harmless the

railway company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :

(8) If at any time or times hereafter the railway company shall be desirous of using lands now belonging to them for the purpose of extending widening or altering their railways or works the Company shall give to the railway company all reasonable facilities for that purpose notwithstanding any easement which the Company may have acquired from the railway company for the purposes of the junctions of Railway No. 1 with the railways of the railway company :

(9) The Company shall not without the consent in writing of the railway company under their common seal purchase or acquire any portion of the lands belonging to the railway company within the limits of deviation shown on the deposited plans but the Company may purchase and take and the railway company shall sell and grant accordingly an easement or right of using so much of the lands of the railway company shown on the deposited plans as may be necessary for the construction of the junctions of Railway No. 1 with the railways of the railway company under the provisions of section 10 of the Railways Clauses Act 1863 and as may be necessary for the formation bridging over and alteration of level of the footpath numbered on the deposited plans 3 in the township of Manchester :

(10) The consideration to be paid for any land easement or right acquired by the Company under the last preceding subsection of this section shall in case of dispute be determined in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :

(11) The Company shall at their own expense provide on their own land at or near the junctions aforesaid all proper connections sidings and accommodation to the reasonable satisfaction of the railway company for the interchange and forwarding of traffic to and from the railways by this Act authorised from and to the railways of the railway company :

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(12) If in the opinion of the railway company it shall become necessary for that company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of the railway works or property of the railway company as well as of the works by this Act authorised then the company shall on demand pay to the railway company such proportion (if any) of such purchase money or compensation and of all costs and expenses incurred by them in relation to any such purchase or payment of compensation as may be agreed between them or failing agreement may be determined by arbitration as herein-after provided:

(13) If any difference shall arise between the Company and the railway company or their respective engineers under this section such difference shall except where otherwise provided be referred to and be determined by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of the Company or the railway company and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889:

(14) The provisions of this section shall be in addition to and not in substitution for the provisions of the Railways Clauses Act 1863 or any other general Act incorporated with this Act:

(15) Except so far as may be otherwise agreed between the Company and the railway company the traffic to be conveyed on the railways shall consist exclusively of materials minerals goods and things consigned to or despatched from the Company's works in the course of any business carried on thereon by the Company and not of any other company's or firm's or person's materials minerals goods or things (not being a product of the said works):

(16) The rates to be paid by the Company to the railway company under the railway company's powers in respect of traffic to and from the railways of the Company shall from time to time be agreed between the railway company and the Company or failing

agreement shall be determined by the Railway and Canal Commissioners:

(17) The Company shall not sell or agree to sell any part of the railways by this Act authorised (except as part of and in connection with their works) without the railway company first having been given an option of purchasing the same on terms failing agreement to be settled by arbitration under the provisions of the Arbitration Act 1889.

Confirming agreement with trustees of Clarke's Charity.

21.—(1) The agreement dated the twentieth day of March one thousand nine hundred and seventeen and made between Sir Edward Donner Baronet Alfred Kershaw Armitage Henry Philips Greg and Henry Edwin Gaddum trustees of lands theretofore settled by George Clarke deceased for certain charitable uses and usually called or known by the name of "Clarke's Charity" of the one part and the Company of the other part of which a copy is set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto subject to the approval of the Charity Commissioners:

Provided and it is hereby agreed between the Company and the said trustees that in the event of the Charity Commissioners declining to approve the said agreement or requiring any modification of the terms thereof to which the said trustees and the Company or either of them do not assent the following provisions shall apply and have effect (that is to say):—

(*a*) The Company shall give notice to treat under the Lands Clauses Acts for the purchase of and shall purchase the estate and interest of the said trustees in the whole of the lands yearly rents and hereditaments described in the First Schedule to the said agreement and for the purpose of the giving of such notice and of such purchase the lands respectively mentioned in that schedule shall be deemed to have been shown within the limits of deviation on the deposited plans and described in the deposited book of reference and the provisions of this Act and of the enactments incorporated therewith relating to the purchase or taking of lands shall apply as if the whole of the said lands were required for the purposes of the railways and works by this Act authorised:

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(*b*) If the Company require to purchase any part of the properties described in the Second Schedule to the said agreement or either of them the Company shall give notice to treat as aforesaid for the purchase of and shall purchase the estate and interest of the said trustees in the whole of such property or properties and the said provisions of this Act and of the enactments incorporated therewith shall apply accordingly.

(2) The said agreement (subject to any modifications thereof which may be necessary pursuant to the proviso to subsection (1) of this section) may and shall be carried into effect subject to such other modifications (if any) as may be agreed in writing between the trustees of the said charity and the Company with the approval of the Charity Commissioners.

Limiting use of railways.

22. Notwithstanding anything contained in this Act or in the Acts incorporated with this Act the railways shall not be used for the conveyance of any traffic other than traffic destined for or arising at the works of the Company or of the Bradford Dyers' Association Limited.

Railways not to be used for passenger traffic.

23. Notwithstanding anything in this Act the railways shall not be used for passenger traffic.

Costs of Act.

24. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act. A.D. 1917.

THE FIRST SCHEDULE.

DESCRIPTION OF PROPERTIES OF WHICH PART ONLY MAY BE TAKEN BY THE COMPANY.

Parish or Place.	Numbers on deposited Plans.
Township of Manchester - - - - -	14B 38 55.

THE SECOND SCHEDULE.

Stamp. Ten Shillings.

AN AGREEMENT made the twentieth day of March one thousand nine hundred and seventeen between the several persons whose names are hereunto set being a majority of the trustees who were present and voted at a meeting of their body duly convened and held on the thirteenth day of February one thousand nine hundred and seventeen of the lands heretofore settled by George Clarke deceased for certain charitable uses and usually called or known by the name of "Clarke's Charity" and the names addresses and designations of which said trustees are set forth in the Third Schedule hereunder written (herein-after called "the vendors") of the one part and LEVINSTEIN LIMITED whose registered office is situate at Crumpsall Vale in the city of Manchester (herein-after called "the Company") of the other part.

WHEREAS the Company are promoting a Bill in the present session of Parliament intituled Levinstein (Railways) (herein-after referred to as "the Bill") and by such Bill the Company seek power to enter upon and take certain lands and hereditaments of the vendors at Crumpsall in the city of Manchester:

And whereas the vendors have presented a petition against the said Bill and it has been agreed between the vendors and the Company that the arrangements herein-after contained shall be entered into:

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Now therefore it is mutually agreed and declared as follows:—

1. Subject to the terms and conditions herein-after contained the vendors agree to sell and the Company agree to purchase the lands yearly rents and hereditaments described in the First Schedule hereto.

2. The plots of land first and secondly described in the First Schedule hereto are freehold of inheritance and are sold subject to all such tenancies rights of way light and other easements suits services rights covenants and conditions (if any) as now affect the same The plot of land secondly described in the First Schedule hereto is also sold subject to an indenture of demise made the twenty-fifth day of March one thousand eight hundred and thirty-three between James Bayley John Touchet Shakespear Phillips the Reverend John Clowes Edward Loyd Edward Jeremiah Lloyd Thomas Heywood Samuel Bayley John Bradshaw Gilbert Winter Jeremiah Fielding and Hugh Hornby Birley of the first part and William Lee of the second part and to the term of two thousand years thereby created and the lessors' covenants and conditions therein contained but with the benefit of the yearly rent of five pounds thereby made payable and the lessees' covenants and the conditions and provisions therein contained.

3. The price of the said lands rents and hereditaments described in the said First Schedule shall be the sum of four thousand one hundred and thirty-five pounds.

4. In case the Company under the powers of their intended Act shall enter upon and take the estate and interest of the vendors in any portion of the two plots of land described in the Second Schedule hereto or any portion of either of such plots the vendors shall and will sell and the purchasers shall and will purchase from the vendors the estate and interest of the vendors in the whole of such plots of land or of such one of them as the Company shall so enter upon and take The price of the plot of land first described in the Second Schedule hereto shall be one hundred and twenty-eight pounds ten shillings and the price of the said plot of land secondly described in the Second Schedule hereto shall be three hundred and thirteen pounds ten shillings The option hereby conferred upon the Company shall be exerciseable within two years after the passing of the intended Act and if not so exercised the right to enter upon and take the lands described in the Second Schedule hereto shall lapse anything in the intended Act notwithstanding If the option is exercised within the said period of two years the sale and purchase shall be completed within one month after the expiration of that period The plot of land first described in the Second Schedule hereto will be sold subject to an indenture of demise made the fifteenth day of July one thousand eight hundred and fifty-two between Shakespear Phillips Edward Loyd Thomas Heywood Samuel Bayley and Gilbert Winter of

the first part and James Hooton of the second part and to the term of two thousand years thereby created and the lessors' covenants and conditions therein contained but with the benefit of the yearly rent of six pounds three shillings thereby made payable and the lessees' covenants and the conditions and provisions therein contained The plot of land secondly described in the Second Schedule hereto will be sold subject to an indenture of demise made the sixteenth day of November one thousand nine hundred and three between Herbert Philips Alfred Kershaw Armitage Edward Donner Henry Edwin Gaddum and Charles James Heywood of the one part and Frederick Todd of the other part and to the term of two thousand years thereby created and the lessors' covenants and the conditions therein contained but with the benefit of the yearly rent of fifteen pounds thereby made payable and the lessees' covenants and the conditions and provisions therein contained Clauses 5 6 7 8 9 and 10 hereof mutatis mutandis shall apply to the sale of the said plots of land and hereditaments described in the Second Schedule hereto.

5. The title to the plots of land yearly rents and hereditaments described in the First and Second Schedules hereto shall commence with an indenture (being an appointment of new trustees) made the first day of October one thousand nine hundred between Robert Philips Greg William James Harter Charles James Heywood Sir William Henry Houldsworth and Herbert Philips of the first part the said Charles James Heywood Sir William Henry Houldsworth and Herbert Philips of the second part and Harold Agnew Alfred Kershaw Armitage John Bury Edward Donner Henry Edwin Gaddum Henry Philips Greg George Highfield Leigh Gerald Peel Alexander Emil Jacques Reiss Thomas Percy Shelmerdine and Alfred Simpson of the third part An abstract of the deeds creating the yearly rents of six pounds eleven shillings five pounds three pounds three shillings and fourpence eight pounds ten shillings and threepence fifteen pounds and six pounds three shillings will also be supplied The Company shall not object to or make any requisition upon such title or abstract but shall be bound to accept absolutely as sufficient such title and abstract The Company shall admit the identity of the property purchased with that comprised in the muniments offered by the vendors as the title thereto upon the evidence afforded by a comparison of the description contained in the First and Second Schedules hereto and the muniments and a statutory declaration to be furnished by the vendors that the property purchased has for the last twelve years been in the free and undisturbed possession of the vendors and that they have for such time been in receipt of the rents and profits of the property purchased without molestation or interruption by any other person The vendors will retain the said indenture of the first day of October one thousand nine hundred but

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will if required give at the cost of the Company a statutory acknowledgment of the right of the Company to production of such indenture and to delivery of copies thereof.

6. The vendors being trustees shall convey as such and shall not be required to enter into any covenant with the Company other than that implied by their conveying as such.

7. The purchase of the lands rents and hereditaments described in the First Schedule hereto shall be completed within three calendar months from the passing of the Act of Parliament referred to in clause 11 hereof from the expiration of which period the Company shall be entitled to possession of the plot of land first described in the First Schedule hereto and receipt of the said yearly rents of five pounds six pounds eleven shillings three pounds three shillings and fourpence and eight pounds ten shillings and threepence mentioned in such schedule If through the neglect or default of the Company the purchase shall not be completed on the date appointed for completion by this clause the Company shall pay interest to the vendors at the rate of five pounds per centum per annum on the amount of the purchase money of four thousand one hundred and thirty-five pounds from such last-mentioned date until the completion of the purchase.

8. The conveyance to the Company shall contain covenants by them to observe and perform the covenants and conditions subject to which the said land and hereditaments are agreed to be sold and to indemnify the vendors therefrom and from all claims and demands on account thereof The Company shall and will at their own expense supply the vendors with a duplicate of the said conveyance sealed by the Company and stamped.

9. The Company shall also in the conveyance to them of the property hereby agreed to be sold and purchased covenant with the vendors their heirs and assigns that the Company their successors and assigns shall and will at all times thereafter leave open and unbuilt upon the strips or pieces of land coloured brown on the plan annexed hereto in order to form portions of the streets shown on such plan and also will at all times hereafter pay an equal or proportionate share with the owners of the other houses and land adjoining the said streets according to the extent of their respective frontages to such streets of the expense of making sewering paving flagging repairing cleansing and maintaining the said streets and the sewers and drains under the same and all other expenses connected therewith until the same respectively shall be adopted by and taken into the charge of the local authority.

10. The Company shall pay the vendors' costs of and incident to the negotiations for the sale and purchase of the said lands and here-

ditaments and the preparation and completion of this agreement and of deducing and verifying the vendors' title to the said lands and hereditaments and of the conveyance of such lands and hereditaments to the Company as provided by the Lands Clauses Consolidation Act 1845 and the Company shall also pay the reasonable costs and expenses of the vendors of and incidental to any parliamentary proceedings for securing the confirmation of this agreement.

11. This agreement (except clause 10) is conditional on the Bill being passed and on this agreement being confirmed by Parliament and it is subject to such alteration as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either party to withdraw the same (except clause 10 which shall remain in force) Provided that the Company shall not withdraw this agreement without at the same time withdrawing the Bill.

In witness whereof the vendors have hereunto set their hands and the Company have hereunto affixed their common seal the day and year first before written.

The FIRST SCHEDULE herein-before referred to.

First All that plot of land situate in and near James Street and Charles Street Crumpsall in the city of Manchester and containing in the whole eight acres three roods and three perches in statute measure or thereabouts and which said plot of land is more particularly delineated and edged red in the plan annexed hereto.

Secondly All that plot of land situate in Springfield Crumpsall aforesaid and containing in the whole one thousand two hundred and three square yards in superficial measure or thereabouts and which said plot of land is more particularly delineated and coloured yellow in the plan annexed hereto and therein numbered 27.

Thirdly All that yearly chief rent of six pounds eleven shillings reserved and made payable by an indenture made the twenty-eighth day of September one thousand eight hundred and twenty-two between John Birch John Philips Thomas Johnson James Touchet and James Bayley of the first part Jane Ashworth of the second part and Peter Ashworth of the third part out of all that plot of land situate in Springfield Crumpsall aforesaid and more particularly delineated and coloured pink in the plan annexed hereto and therein numbered 21 and containing in the whole one thousand six hundred and ninety-six square yards or thereabouts.

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Fourthly All that yearly chief rent of three pounds three shillings and fourpence reserved and made payable by an indenture made the twenty-fifth day of September one thousand eight hundred and thirty-nine between James Bayley Shakespear Philips the Reverend John Clowes Edward Loyd Edward Jeremiah Lloyd Thomas Heywood Samuel Bayley Gilbert Winter Jeremiah Fielding and Hugh Hornby Birley of the first part Samuel Cottam of the second part and Joseph Woolley of the third part out of all that plot of land situate in Springfield Crumpsall aforesaid and more particularly delineated and coloured blue in the plan annexed hereto and therein numbered 39 and containing in the whole seven hundred and sixty square yards or thereabouts.

Fifthly All that yearly chief rent of eight pounds ten shillings and threepence reserved and made payable by an indenture made the twenty-fifth day of September one thousand eight hundred and forty-two between Shakespear Philips the Reverend John Clowes Edward Loyd Edward Jeremiah Lloyd Thomas Heywood Samuel Bayley Gilbert Winter and Hugh Hornby Birley of the first part John Chapman of the second part and Samuel Ellsworth Cottam of the third part out of all that plot of land situate in Charles Street Crumpsall aforesaid and more particularly delineated and coloured green in the plan annexed hereto and therein numbered 40 and containing in the whole two thousand and forty-three square yards or thereabouts.

And all future payments of the said respective yearly rents and all powers and remedies for recovery of the said yearly rents and the benefit of all covenants conditions and provisions contained in the respective indentures creating the said yearly rents.

The SECOND SCHEDULE herein-before referred to.

First All that plot of land situate in James Street Crumpsall in the city of Manchester and more particularly delineated and edged green in the plan annexed hereto and therein numbered 45 and containing in the whole seven hundred and thirty-eight square yards or thereabouts.

Secondly All that plot of land situate near Waterloo Street Crumpsall aforesaid and more particularly delineated and edged blue in the plan annexed hereto and therein numbered 58 and containing in the whole two thousand four hundred square yards or thereabouts.

The THIRD SCHEDULE herein-before referred to.

Name of Trustee.	Address of Trustee.	Designation of Trustee.
Sir Edward Donner Bart.	Oak Mount Oak Drive Fallowfield	Baronet.
Alfred Kershaw Armitage	Ravensdale Broad Oak Park Worsley near Manchester.	Manufacturer.
Henry Philips Greg	Lode Hill Styal Manchester	Merchant.
Henry Edwin Gaddum	The Priory Bowdon	Merchant.

Signed by the said Sir Edward Donner Bart. in the presence of—
H. DUNKS
Town Hall Manchester
Solicitor.
} EDWARD DONNER.

Signed by the said Alfred Kershaw Armitage in the presence of—
H. DUNKS.
} ALFRED K. ARMITAGE.

Signed by the said Henry Philips Greg in the presence of—
ALEX. DOWSON
Hawthorn Hall Wilmslow
Cotton Spinner.
} HENRY P. GREG.

Signed by the said Henry Edwin Gaddum in the presence of—
H. DUNKS.
} H. E. GADDUM.

The common seal of Levinstein Limited was hereunto affixed in the presence of—
JOHN B. LONSDALE
HERBERT LEVINSTEIN
} Two Directors.
HERBERT G. HURST Secretary.
} Seal.

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